

[Terms of Service](#)[Privacy Policy](#)[Copyright Dispute Policy](#)[Master Developer Agreement](#)[Referral Terms](#)[Storefront Terms](#)[Offers Terms](#)[Bills Terms](#)[Business Loan Assistance Terms](#)[PPP Loan Assistance Terms](#)[HIPAA Business Associate Agreement](#)[Affiliate Terms and Conditions](#)[Data Access Agreement](#)

Offers Terms

Womply may offer you the opportunity to promote certain card-linked offers (“**Card-Linked Offers**”) to your in-store customers through Womply’s relationships with third parties (“**Third-Party Networks**”) including without limitation the Rakuten In-Store Network (“RISN”). If you opt to participate in these Card-Linked Offers, the following terms also apply to you:

- You hereby grant to Womply, Third-Party Networks, and Selected Publishers (defined below) the permission to publish and promote Merchant Promotion Material (defined below), including any trademarks, service marks, logos or other brand designations included in the Merchant Promotion Material (“Marks”). “Selected Publishers” means publishers in the Third-Party Networks to whom Womply opts to provide the promotional material you have provided to Womply for such purpose (“Merchant Promotion Material”). For clarity, Merchant Promotion Material is Content as defined in Womply’s [Terms of Service](#);
- You represent and warrant you have all the rights necessary to provide any Merchant Promotion Material in connection with the Card-Linked Offers;
- You, and not Third-Party Networks or Womply, are responsible for handling customer service issues with respect to goods and services sold in connection with the Card-Linked Offer (each such transaction with your customer that meets the requirements for earning the reward described in the Card-Linked Offer, a “**Qualified Purchase**”). You may choose to grant refunds to your customers for Qualified Purchases in your discretion. However, you will not be eligible to receive any refund from Womply for amounts you paid Womply in connection with such Qualified Purchase, unless: (a) you granted the customer his or her refund within sixty (60) days following the original Qualified Purchase, and (b) such refund matches the exact dollar amount of the Qualified Purchase. Additional restrictions may apply to refunds and will be designated at the time of your agreement with Womply and Third-Party Networks on the terms of each Card-Linked Offer;
- You will indemnify, defend, and hold harmless Womply, and each Third-Party Network and Selected Publisher, and their respective officers, directors, employees, and agents (“**Indemnified Parties**”) against any loss, liability, judgment, penalty, damage or expense (including reasonable attorneys’ fees and costs) awarded resulting from any third-party claim, suit, action or other proceeding brought against any Indemnified Party related to the following: (a) any claim or allegation that the Merchant Promotion Material, including any Marks made available by you, infringe any intellectual property right of any third party; (b) any claim related to the products and services offered, performed, or sold in connection with the Card Linked Offer; and/or (c) any claim related to your gross negligence or willful misconduct; and
- You will provide any other materials, information, and/or rights reasonably requested by Womply as necessary to promote your Card-Linked Offers in connection with the Third-Party Networks and the Selected Publishers.